IN THE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

CHLOÉ, S.A.S., J. CHOO LIMITED

Plaintiffs,

- against -

KEN CHEN a/k/a SHU CHEN a/k/a XIANG : CHEN, DANIEL DOE, GODDESS

TRADING d/b/a

GODDESSTRADING@HOTMAIL.COM, LUXUNG GOODS, LUXURY GOODS,

TERRY DOE d/b/a

AZNTERRY911@HOTMAIL.COM, JASON DOE d/b/a JARRY326@YAHOO.COM.CN, : FASHION HANDBAGS, BENNY DOE, JEANCARLO DOE, JOSEPH a/k/a JOSE DOE, SISI a/k/a CECI DOE, TOP LUXURY

HANDBAGS d/b/a
LUXURYHANDBAGS277@YAHOO.COM,
FRANCISCO DOE, BEN DOE, CARLOS
DOE, INSTYLE LUXURY HANDBAGS,
CORINA DOE a/k/a QIMIAO HU a/k/a QI
MIAO HU, KENNY DOE a/k/a YE GUO
a/k/a GUO Q YE, NEWCOME TRADING
d/b/a TOSCA, QUICK GLOBAL SHIPPING,
HOWARD EXPRESS SHIPPING, RANDY
DOE, and various JOHN and JANE DOES 1-

10 and XYZ COMPANIES (UNIDENTIFIED),

Defendants.

Civil Action No.: 07 CV 6491 (WCP)

[FILED UNDER SEAL

PURSUANT TO 15 U.S.C. § 1116]

DECLARATION OF HEIDI GARFIELD IN SUPPORT OF REPLY TO DEFENDANT HOWARD EXPRESS SHIPPING'S OPPOSITION TO THE TEMPORARY RESTRAINING ORDER, SEIZURE ORDER, ORDER TO SHOW CAUSE FOR A PRELIMINARY INJUNCTION, EXPEDITED DISCOVERY ORDER, ORDER RESTRAINING ASSETS AND ORDER SEALING FILE

I, HEIDI GARFIELD, under penalty of perjury, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of New York and before the bar of the Southern District of New York. I am an associate at the law firm of Greenberg Traurig, LLP ("GT") and counsel to Chloé, S.A.S. and J. Choo Limited (collectively, "Plaintiffs"). I make this declaration in support of Plaintiffs' Reply to Defendant Howard Express Shipping's ("Howard Express") Opposition to Plaintiffs' ex

Page 2 of 26

parte Application for a Temporary Restraining Order, Seizure Order, Order to Show Cause for a Preliminary Injunction, Expedited Discovery Order, Order Restraining Assets and Order Sealing File as it applies to the Tosca Defendants. If called as a witness, I could testify to the following upon personal knowledge and/or upon my review of GT's files on this matter.

- 2. Annexed hereto as <u>Exhibit A</u> is a true and correct copy of Howard Express' mailbox service agreement with an individual identified as Benny Lin. <u>Exhibit A</u> was seized from Howard Express' premises at 33 Howard Street, New York, New York on July 25, 2007.
- 3. Annexed hereto as <u>Exhibit B</u> are true and correct copies of Federal Express shipping receipts filled out by Howard Express for the shipment of "Fashion Watches" and "Fashion Handbags" for individuals at locations such as 265 Canal Street, which is the place of business of the named Defendants in this action. <u>Exhibit B</u> was seized from Howard Express' premises at 33 Howard Street, New York, New York on July 25, 2007.
- 4. Annexed hereto as Exhibit C are true and correct copies of excerpts of Howard Express' account and phone list, which includes notations, often first name only, that match the names and/or addresses of many of the named Defendants in this action, including, for example, Shu Chen at 277 Canal Street and other individuals at 421 Broadway, 265 Canal Street, and 277 Canal Street. Exhibit C was seized from Howard Express' premises at 33 Howard Street, New York, New York on July 25, 2007.
- 5. Annexed hereto as Exhibit D are true and correct copies of excerpts of handwritten notes with names of Howard Express' customers and phone numbers, which

include notations, often first name only, that match the names of several Defendants in this action, including, for example, "Lin", possibly Yu Lin a/k/a Benny Doe, "Cisi", possibly Sisi a/k/a Ceci Doe and "Chen", possibly Ken Chen a/k/s Shu Chen a/k/a Xiang Chen. Exhibit D was seized from Howard Express' premises at 33 Howard Street, New York, New York on July 25, 2007.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on Quent 2,200 at New York, New York.

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Meth & Lary pre
Heidi S. Garfield

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HOWARD SHIPPING AND TRADING INC.

MAILBOX SERVICE AGREEMENT

CUSTOMER NAME:_	BENNY	LIN	:	* +ur •,
COMPANY: SAME	ALLEN ST	APT # 2	N.4 N.4	10002
HOME PHONE: <u>/G46</u> MAILBOX NUMBER:_	1249-1932WC	ORK PHONE: _E-MAIL ADDRE		AX:

- 1) This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a matibox (the "Matibox") at Howard Shipping And Trading inc. ("HST") under the terms set forth herein.
- 2) Customer agrees that Customer will not use the HST premise or services for any unlawful, liegislante or frauchient purpose or for any purpose prohibited by U.S. Postal regulations. Customer further agrees that any use of the Malbox shall be in conformly with all applicable federal, state and local laws. Each Individual or ently must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Malbox. However, apouses may complete one Form 1583, as long as both spouses. include their separate information on the Form.
- 3) This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. Additionally, Customer acknowledges that pursuant to postal regulations the information required to complete Form 1583 may be made available by the U.S. Postal Service to the public if "yes" in block live (5) on Form 1583 is checked. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign an updated versions of this Agreement and Form 1583 upon request.
- 4) Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Castomer, HST will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity-before releasing small or packages to a requesting party.
- 5) Melibox service fees are all due and payable in advance and Customer agrees that HST may hold mail and packages pending payment. There will be no perceations or retunds for cancellation of any service. Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to MST's reasonable judgment, HST may require Customer to upgrade to a larger size mailbox and pay any additional charge. HST reserves the rights to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pussuant to
- 6) Upon expiration, cancellation or termination of this Agreement, HST will:
 - a) Re-mail (i.e., forward) Customer's mail for six (6) months, provided Customer pays the postage, packaging meterial, and forwarding fees in advance. It is Customer's responsibility to make arrangements with HST to identify any mell forwarding needs prior to the expination, cancellation or termination of this Agreement.
 - b) Discard or destroy any "Unsolicited Mail" (e.g., bulk mail; mail addressed as "occupant," "current resident" or similar designation; or coupons, advertising or other promotional material) delivered to
 - c) Retain Customer's mail, other than Unsolicited Mail, at the Center for a period of thirty (30) days from the date of delivery or six (6) months after the expiration, cancellation or termination of this. Agreement, whichever comes list, if Customer leaves no forwarding less or forwarding address. After such time any mail or packages may be discarded or destroyed, in order to pick up any mail or package during the six (8) month periods, Customer must pay a storage fee for the time period in which HST holds the mail or package(a), plus a service les for each time Customer visits HST to pick up such items.
 - d) Refuse any package addressed to Customer delivered by any party other than the U.S. Postal Service, such as a commercial courier service.

- 7) Six (6) months after the expiration, cancellation or termination of this Agreement, HST may:
 - a) Refuse any mail or package addressed to Customer and delivered to HST
 - b) Discard or destroy any of Customer's mail or package delivered to or remaining at HST at such
- 6) The term of this Agreement shall be the initial pariod paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at HST sole discretion.
- 9) Customer agrees that HST may terminate or cancel this Agreement for good cause at any time by providing Customer thirty (30) days written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegismate or fraudulent purposes; 3) attandors the Manton; 2) Customer least the Manton; to unaway, degeners or insudulent purpose; 3)
 Customer falls to pay monies owed HST when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive or disruptive behavior toward other customers of HST or HSTs employees; and 6) Customer volumes any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to HST.
- 10) Any written notice to Customer required or permitted under this Agreement shall be deemed delivered trendy-four (24) hours after pleasment of such notice in Customer's Mailtox or at the time personally delivered to Customer. In the event of a termination notice beset upon abandoment of the Mailbox, notice shall be deemed delivered (a) on the most day after placing in the hands of a commercial counter service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is easier.
- 11) Ås Customer's enthorized agent for receipt of mail, HST will accept all meil, including registered, insured and certified items. Unless prior asrangements have been made, HST shall only be obligated to accept meil, or packages delivered by commercial courier services which require a signature from HST as a condition of delivery. Customer must accept and sign for all mall or packages upon the request of HST. In the event Customer refuses to accept any mail or peckage, HST may plum the mail or peckage to the sender and Customer will be responsible for any postage or other fees associated with such return. C.O.D. Items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to HST.
- 12) Customer agrees to protect, indemnity, delend and hold hamiless HST and their respective officers, 12) customer agrees to protect, extenting, counts and read remains not a state that seep superson extens, described and employees from and against any and all losses, demages, expenses, calms, demands, liabilities, judyments, extilement amounts, costs and causes of action of every type and character attring out of or in connection with the use or possession of the Malbox, including without limitation, any demands, claims and causes of action for personal bijury or property damage arising from such use or possession, of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliv (mail, packages, etc.), from densage to or loss of any package or mail, or to the Mailbox contents by any cause whatecover, and from any violation by Customer of applicable federal, state or local laws.
- 13) Customer herein agrees that the total amount of liability of HST, it any, for any and all claims arising out of or related to this agreement shall not exceed \$50.00 regardless of the nature of the claim.
- 14) Customer must use the exact making address for the Mailbox without modification as set forth in Section three (3) of Form 1563. Malf received by Customer must beer a delivery address that contains at least the ments, in this form: following ele
 - Intended addresses's name or other identification. Examples: Jane Doe or XYZ Inc.
 PMB* and number. Example: PMB 123

3) Street number and name or post office box number or numb route designation and number. Examples: 12 Most St. Or P.O. BOX 22 or RR 7 BOX 4) City, state, and Zip Code (5-digit or ZiP+4). Example: Seattle, WA 22131-7720

The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

15) Delivery by commercial courier services must be made to HST street address only (and not to a P.O. Box). Upon signing this Agreement, Customer shall provide two forms of valid identification; one of which shall include my not be amended or modified, except in a writing signed by both parties. a photograph. This Agreement in

CUSTOMER SIGNATUR

AUTHORIZED HST REPRESENTATIVE'S SIGNATURES

EXHIBIT B

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EXHIBIT

Business Address:

365 CANAL STREET NEW YORK NY 10013

Business Phone:

919172957574

XIA

Full Name:

XIA

Company Name:

XIA

Business Address:

180 CANAL STREET

NEW YORK NY 10013

Business Phone:

919175599904

XIA CHENG

Full Name:

XIA CHENG

Company Name:

XIA CHENG

Business Address:

265 CANAL STREET

NEW YORK NY 10013

Business Phone:

919172954183

XIAO HUA GUAN

Full Name:

XIAO HUA GUAN

Company Name:

XIAO HUA GUAN

Business Phone:

919179391772

• YE

Full Name:

YE

Company Name:

YE

Business Address:

277 CANAL STREET

NEW YORK NY 10013

Business Phone:

• UPS(NICKERBOCKER)

Full Name: Company Name: UPS(NICKERBOCKER)
UPS(NICKERBOCKER)

Business Phone:

916464412695

VICTOR CHENG

Full Name: Company Name: VICTOR CHENG VICTOR CHENG

Business Address:

241 CENTER STREET

NEW YORK NY 10013

Business Phone:

912126838839

WEN YAO LI

Full Name: Company Name: WEN YAO LI WEN YAO LI

Business Address:

277 CANAL STREET NEW YORK NY 10013

Business Phone:

919176629876

• WILLIAM GIFTS

Full Name: Company Name: WILLIAM GIFTS
WILLIAM GIFTS

Business Address:

277 CANAL STREET NEW YORK NY 10013

Business Phone:

919179393035

• WINNIE WANG (C.A.S.)

Full Name:

WINNIE WANG (C.A.S.) WINNIE WANG (C.A.S.)

Company Name:

•

TONY ZHANG

Full Name: Company Name: TONY ZHANG TONY ZHANG

Business Address:

421 BROADWAY STREET NEW YORK NY 10013

Business Phone:

916465235762

• UPS (ROBERT)

Full Name: Company Name: UPS (ROBERT) UPS (ROBERT)

Business Phone:

919177092147

• UPS (CENTER)

Full Name:

UPS (CENTER) UPS (CENTER)

Company Name:
Business Phone:

918007425877

• UPS (JOSE)

Full Name:

UPS (JOSE) UPS (JOSE)

Company Name: Business Phone:

913472874128

• UPS(MIKE STUMPS)

Full Name: Company Name: UPS(MIKE STUMPS) UPS(MIKE STUMPS)

Business Phone:

Business Phone:

919172178844

• TINA HUANG

Full Name: Company Name: TINA HUANG TINA HUANG

Business Address:

302 CANAL STREET

NEW YORK NEW YORK 10013

Business Phone:

919175595587

TODD SAMATI

Full Name: Company Name: TODD SAMATI

Business Address:

TODO CAMPATT

a radioss. 401 DIVO

401 BROADWAY STREET NEW YORK NY 10013

Business Phone:

913472519885

TONY MARCO

Full Name:

TONY MARCO TONY MARCO

Company Name:
Business Address:

277 CANAL STREET NEW YORK NY 10013

Business Phone:

919177512330

TONY WANG

Full Name: Company Name: TONY WANG

Business Address:

277 CANAL STREET

NEW YORK NY 10013

Business Phone:

• SYLVIA (PHI)

Full Name: Company Name: SYLVIA (PHI) SYLVIA (PHI)

Business Phone:

919175192525

• T.E.A

Full Name: Company Name: T.E.A T.E.A

Business Address:

401 BROADWAY STREET NEW YORK NY 10013

Business Phone:

919179153522

• THAI

Full Name: Company Name: THAI THAI

Business Phone:

919174210409

• TIMES, JIMMY NG.

Full Name:

Company Name:

JIMMY NG. TIMES JIMMY NG. TIMES

Business Address:

300 CANAL STREET NEW YORK NY 10013

•

Business Phone:

916464793019

• TINA & GARY

Full Name: Company Name: TINA & GARY TINA & GARY

Business Address:

310 CANAL STREET NEW YORK NY **Business Phone:** 916462281836

• ST.

Full Name:

ST. ST.

Company Name:
Business Address:

277 CANAL STREET NEW YORK NY 10013

Business Phone:

919175135785

• STEVEN COOPER

Full Name: Company Name: STEVEN COOPER STEVEN COOPER

Business Address:

396 BROADWAY STREET

NEW YORK NEW YORK 10013

Business Phone:

646-725-3369

• SU ZHEN XIE

Full Name: Company Name: SU ZHEN XIE SU ZHEN XIE

Business Address:

277 CANAL STREET NEW YORK NY 10013

Business Phone:

919173927260

• SUMMER TIME

Full Name: Company Name: SUMMER TIME SUMMER TIME

Business Phone:

Full Name:

SHU CHEN

Company Name:

SHU CHEN

Business Address:

277 CANAL STREET NEW YORK NY 10013

Business Phone:

916467751975

• SOFIA (C.A.S.)

Full Name:

Company Name:

SOFIA (C.A.S.) SOFIA (C.A.S.)

Business Address:

421 BROADWAY NEW YORK NY 10013

Business Phone:

919176422579

• SONNY BE

Full Name:

SONNY BE

Company Name:

SONNY BE

Business Address:

311 CANAL STREET

NEW YORK NY 10013

Business Phone:

916464008890

• SOTO

Fuil Name: Company Name: SOTO SOTO

Business Phone:

919174065052

SOUKOUNA MOUSSA

Full Name:

SOUKOUNA MOUSSA

Company Name:

SOUKOUNA MOUSSA

Business Address:

365 CANAL STREET

NEW YORK NY 10013

• KENNY

Full Name: Company Name:

KENNY

Business Phone:

919175825825

• KEVIN SILVER HOUSE

Full Name: Company Name: KEVIN SILVER HOUSE KEVIN SILVER HOUSE

Business Address:

396 BROADWAY STREET

NEW YORK NY 10013

Business Phone:

916463342672

KIM VU INC.

Full Name:

KIM VU INC. KIM VU INC.

Company Name:
Business Address:

401 BROADWAY STREET

NEW YORK NY 10013

Business Phone:

916464923785

KIMVU LADY

Full Name: Company Name: KIMVU LADY KIMVU LADY

Business Phone:

912018893369

KING'S FASHION

Full Name: Company Name: KING'S FASHION KING'S FASHION

Business Address:

245 CANAL STREET

NEW YORK NY 10013

Full Name: Company Name: JOININ (USA) TRADING JOININ (USA) TRADING

Business Address:

335 36TH STREET

BROOKLYN NY 11232

Business Phone:

917188329378

• JOJI PERFUME

Full Name: Company Name: JOJI PERFUME JOJI PERFUME

Business Phone:

919176508628

• JOSE CHON

Full Name:

JOSE CHON

Company Name:

JOSE CHON

Business Address:

401 BROADWAY STREET

NEW YORK NY 10013

Business Phone:

919177312300

JOSE TH.

Full Name:

JOSE TH.

Company Name:

JOSE TH.

Business Address:

257 CANAL STREET

NEW YORK NY 10013

Business Phone:

913472874128

JULIA KONG

Full Name: Company Name: JULIA KONG JULIA KONG

Business Address:

277 CANAL STREET

NEW YORK NY 10013

Business Phone:

919177054865

- JIAN LI INC.

Full Name: Company Name: JIAN LI INC. JIAN LI INC.

Business Address:

421 CANAL STREET NEW YORK NY 10013

Business Phone:

919173460475

• JIAN SEN LI

Full Name:

JIAN SEN LI

Company Name:

JIAN SEN LI

Business Address:

277 CANAL STREET

NEW YORK NY 10013

Business Phone:

916467037352

JIANG

Full Name:

JIANG

Company Name:

JIANG

Business Address:

401 BROADWAY STREET

NEW YORK NY 10013

Business Phone:

919176815830

• JIMY NG. CO.

Full Name: Company Name: JIMY NG. CO. JIMY NG. CO.

Business Address:

320 CANAL STREET NEW YORK NY

Business Phone:

Full Name: Company Name: JAY FASHION JAY FASHION

Business Address:

225 CANAL STREET NEW YORK NY 10013

Business Phone:

916465330023

• JE

Full Name:

JE JE

Company Name:
Business Phone:

919177535319

• JENNIFER T.

Fuil Name:

JE

Company Name:

JENNIFER T. JENNIFER T.

Business Address:

150 LAFAYETTE STREET

NEW YORK NY 10013

Business Phone:

919176816750

• JENNY CASN

Full Name: Company Name:

JENNY CASN JENNY CASN

Business Address:

302 CANAL STREET NEW YORK NY 10013

Business Phone:

917189138878

• JERRY ZHANG

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Business Address:

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EXHIBIT

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